

SERIAL 03220 ROQ LEGISLATIVE SERVICE PROVIDERS (NIGP 91858)

DATE OF LAST REVISION: October 04, 2006 CONTRACT END DATE: October 31, 2009

OCTOBER 31, 2009
CONTRACT PERIOD THROUGH ~~OCTOBER 31, 2006~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **LEGISLATIVE SERVICE PROVIDERS (NIGP 91858)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 17, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
Diane Sikokis, Government Relations and Communications
Mirheta Muslic, Materials Management

(Please remove Serial 99199-ROQ from your contract notebooks)

CONTRACT PURSUANT TO ROQ

SERIAL 03220-ROQ

This Contract is entered into this 17th day of December, 2003 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and HighGround Inc., an Arizona corporation ("Contractor") for the Legislative services.

1.0 TERM

- 1.1 This Contract is for a term of two (2) years & ten (10) months, beginning on the 1st day of January, 2004 and ending the 31st day of October, ~~2006~~ 2009.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A."
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: contract number, purchase order number, description services and extended totals.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B".

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

4.1.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

HighGround Inc.
Attn: J. Charles Coughlin
830 North 4th Ave.
Phoenix, AZ. 85003

4.3 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written notice to Contractor requesting that work be performed.

4.4 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.5 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.12 AUDIT DISALLOWANCES:

If at anytime County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.13 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.15 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

HIGHGROUND INC.

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

**03220-ROQ
EXHIBIT A**

SERIAL 03220-ROQ
PRICING SHEET

BIDDER NAME: HighGround, Inc.
F.I.D./VENDOR #: 860812538
BIDDER ADDRESS: 830 North 4th Avenue, Phoenix, AZ 85003
P.O. ADDRESS:
BIDDER PHONE #: 602-528-3684
BIDDER FAX #: 602-528-3686
COMPANY WEB SITE: www.azhighgound.com
COMPANY CONTACT (REP): Douglas Cole, Vice President
E-MAIL ADDRESS (REP): dcole@azhighground.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ___X___ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ___X___ NO

TERMS: NET 30

1.0 FEES:	YEAR 1	YEAR 2	YEAR 3
<u>YEARLY RETAINER</u>	\$ 120,000 PER YEAR	\$ 120,000 PER YEAR	\$ 120,000 PER YEAR
PAID MONTHLY	\$ 10,000 JANUARY	\$ 10,000 JANUARY	\$ 10,000 JANUARY
	\$ 10,000 FEBRUARY	\$ 10,000 FEBRUARY	\$ 10,000 FEBRUARY
	\$ 10,000 MARCH	\$ 10,000 MARCH	\$ 10,000 MARCH
	\$ 10,000 APRIL	\$ 10,000 APRIL	\$ 10,000 APRIL
	\$ 10,000 MAY	\$ 10,000 MAY	\$ 10,000 MAY
	\$ 10,000 JUNE	\$ 10,000 JUNE	\$ 10,000 JUNE
	\$ 10,000 JULY	\$ 10,000 JULY	\$ 10,000 JULY
	\$ 10,000 AUGUST	\$ 10,000 AUGUST	\$ 10,000 AUGUST
	\$ 10,000 SEPTEMBER	\$ 10,000 SEPTEMBER	\$ 10,000 SEPTEMBER
	\$ 10,000 OCTOBER	\$ 10,000 OCTOBER	\$ 10,000 OCTOBER
	\$ 10,000 NOVEMBER	\$ 10,000 NOVEMBER	\$ 10,000 NOVEMBER
\$ 10,000 DECEMBER	\$ 10,000 DECEMBER	\$ 10,000 DECEMBER	

03220-ROQ EXHIBIT B

1.0 INTRODUCTION:

Maricopa County has determined it is in its best interest to retain legislative representative(s) under contract to assist the County with legislative issues that may impact the County. The County intends to supplement the efforts of the Government Relations Office (the "Office"), other outside lobbyists currently retained under contract to represent the Maricopa County Board of Supervisors, and county employees and elected officials at the Legislature.

The resultant contract will be based on (a) payment of a fixed fee retainer for each year of the contract term for services rendered, inclusive of out-of-pocket costs.

2.0 SERVICES REQUIRED:

The required services include at a minimum but are not limited to the following:

- 2.1 Serving as the County's liaison between the Arizona State Legislature, the Governor of the State of Arizona, and specified state agencies, under the direction of the Government Relations Director (the "Director"), the County Administrative Officer (CAO) and the five-member Maricopa County Board of Supervisors, for the purpose of communicating the County's position on specific issues and receiving useful information from outside parties on those issues.
- 2.2 In this capacity, the contracted Lobbyist should expect to receive assignments from the Director, or the Director's designee, to provide strategic advice, direction and recommendations and prepare, pursue, monitor, track and/or lobby for or against legislative proposals within those subject areas specified in the agreement. In addition, Lobbyist shall be directed to attend hearings, meetings and other gatherings where legislation, or issues which may impact the County, are to be developed, discussed or negotiated and then report to the County through the Director on the status of such legislation or issue. Lobbyist shall report to, seek guidance from, and make recommendations to the Director or the Director's designee on positions that are to be advanced on behalf of the County on specific issues, legislative bills, proposed amendments thereto, and on all other related matters.
- 2.3 The primary subject areas include: (1) On-going issues pertaining to the creation and formation of a special health care district if it should be passed by voters in a November 2003 election, or related issues should it not be passed by voters, including other related health care or financial aspects pertinent to disproportionate share, (2) State financial and budget issues that have a potential impact on Maricopa County government operations and finances, (3) Planning, zoning and land use issues, (4) State-local taxation issues that could affect the County financially, (5) General government, and (6) County public official responsibilities, powers and duties.
- 2.4 Coordinating the efforts set forth above with others assigned to similar tasks on behalf of the County, including the Director and staff of the Government Relations Office, the County Administrative Officer, other retained representatives, or other representatives of the County designated by the Director to assist with a particular legislative effort or related issue. Lobbyist shall also, at the Director's direction, prepare and present status reports to the Director, the County Administrative Officer and the Board of Supervisors, at the direction of the Director.
- 2.5 Complying with all County procedures for billing and accounting for the cost of services performed and maintaining accurate financial and performance records.
- 2.6 Agreeing not to engage in private litigation against the County or accepting other legislative representation that may reasonably conflict with the County's legislative positions without first obtaining written permission from the office the County Attorney (in the case of private litigation) or the Director (in the case of legislative representation),.

HIGHGROUND INC, 830 N 4TH AVENUE, PHOENIX, AZ 85003

P089504/B0604334 NIGP 91858

Terms:	NET 30
Vendor Number:	W000004531 X
Telephone Number:	602/528-3684
Fax Number:	602/528-3686
Contact Person:	J. Charles Coughlin
E-mail Address:	jmchugh@azhighground.com
Company Web Site:	www.azhighground.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending October 31, 2006 2009.